

Misc.

Wayne  
Deborah Resh  
Wayne County Recorder  
IN 2003017992 AGR  
10/30/2003 09:50:15 6 PGS  
Filing Fee: \$0.00

89MISCO3

FOR ADAPTS  
COMPS  
EXEMPTS

BUNDLE PACKAGE

4

C. ALLEN

## PROFESSIONAL SERVICES AGREEMENT

SIGNATURES ON PAGE 6

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 29<sup>th</sup> day of October 2003 by and between Assessment Software Solutions, Inc. ("AS2") and Wayne County, Indiana ("Client").

### RECITALS:

Whereas, AS2 operates an assessment software and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of AS2's service, knowledge, skills and expertise in certain specified areas of computer software; and

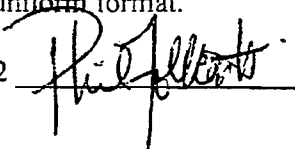
Whereas, Client desires to purchase one or more software products from AS2; and

Whereas, Client and AS2 are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages AS2 as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. AS2 hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, AS2 shall provide the specified computer software products during the purchase period as documented in Section 5 and Attachment 1, inclusive of on-site installation/customization, as well as the on- or off-site consulting detailed in Section 4 hereof and other related and necessary information ("Services") to the Client. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and AS2 may alter the scope and nature of the Services upon mutual agreement. AS2 shall work closely with Client to ensure that Client meets all statutory deadlines. AS2 agrees to work in conjunction with the Client and other service providers to the Client, including but not limited to those associated with reassessment activities, mass appraisal providers, to integrate and transfer information so as to provide information to the Client in a uniform format.

Phillip Folkerts, President AS2



Date: 10-16-03

3. **Compensation.** In consideration for the Services as described in Section 2 hereof and Attachment 1, AS2 shall receive the sum of \$19,480; invoiced per the following schedule:

Payment in full within sixty (60) days of receipt of invoice.

4. **Additional On-Site Support and/or Services.** AS2 agrees to provide further support and/or work-product that is outside the scope of the Services detailed in Attachment 1 for additional compensation of \$95.00/hour.
5. **Term, Termination and Licensure.** The Client shall not provide the various AS2 copyrighted software product(s) to non-licensed users. Failure of the Client to maintain the integrity of copyrighted product(s) shall entitle AS2 to seek specific legal and financial remedies.
6. **Confidentiality.** AS2 shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.
7. **Independent Contractor.** AS2 shall at all times be an independent contractor hereunder, rather than a coventure, agent, employee or representative of the Client. Client hereby acknowledges and agrees that AS2 may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
8. **Enforcement.** The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or AS2 against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
9. **Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
10. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
11. **Entirety.** This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other

statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.

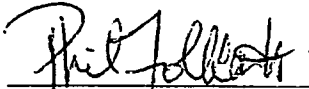
12. **Survival.** The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
13. **Captions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
14. **Binding Effect.** This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
15. **Indemnification.** Both Client and AS2 agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.
16. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The AS2 Contract Representative shall be Phillip Folkerts, 229 N. 11<sup>th</sup> Street, Noblesville, IN 46060 (317-702-1962).
17. **Notices.** All written notices shall be directed, if to AS2, at: 229 N. 11<sup>th</sup> Street, Noblesville, IN 46060; and if to Client, at:
18. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
19. **Non-Discrimination.** Pursuant to IC 22-9-1-10, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
20. **Delays.** Whenever AS2 or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including

all relevant information with respect to the actual or potential cause of the delay.

21. **Subcontracting.** AS2 must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, AS2 is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
22. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.
23. **Maintaining A Drug-Free Workplace.** AS2 hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of AS2 to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against AS2 including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of AS2 from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

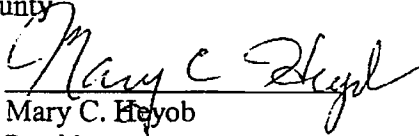
"AS2"

By:   
Phillip Folkerts  
President

Date 10-16-03

"Client"

Wayne County

By:   
Mary C. Heyob  
President  
Board of County Commissioners

Date 10-29-03

SEE

REVERSE SIDE  
=====

## Attachment 1

### AS2 Group Deliverables:

Software Products as identified in Wayne County Price Proposal:

- 1) ADAPTS
- 2) COMPS
- 3) EXEMPTS

Specifications Include:

On-site setup.

Software Installation.

Software Customization.

Staff training.

Full technical support and 60 hours of custom programming for first year.

Software updates at no charge.

### Wayne County Deliverables:

- 1) Server storage capacity of at least 200 mg and allocated on shared network drive.
- 2) SQLServer account for AS2 ODBC connection.
- 3) Computer access, for a period of 2 days, to be used for setup and installation purposes.  
\*\* If county cannot provide a computer, then AS2 will provide its own computer but must have access to "live" network jack.
- 4) Digital copy of any of the following pre-existing data:
  - Exempt Property related data
  - Appeals\PTABOA related data:
  - Township Assessor names, addresses, and signatures (for digital signature purposes).
  - Hearing Officers names, addresses, and signatures (for digital signature purposes).
  - Authorized Representatives (Tax Reps) names and addresses.

RECORDED                      OCT 30 2003                      DEBORAH RESH, R.W.C.

Wayne

GIS

5

## Wayne County Government



### Information Technology

**Rich Rankin**

**IT Director**

301 East Main St.

Richmond, IN 47374

(765) 973-9277

December 04, 2007

Karen Stevens

Wayne Co Auditor

301 East Main St

Richmond, IN 47374

Karen,

This letter is to confirm that the County along with the City of Richmond, Richmond Sanitary District and Wayne Co Economic Development Corporation; maintain an in house Geographic Information System. While we use outside contractors Sidwell and The Polis Center for consulting and special programing projects, the majority of the GIS is maintained in house.

Our Public GIS is available here at <http://gis.co.wayne.in.us> .

If you need any further information about this project, please contact me at (765) 973-9438 or via email at [richr@wayneco.us](mailto:richr@wayneco.us) .

Thank you

Rich Rankin

IT Director

Wayne County Courthouse